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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1117

04152665

Name of company

* **DOMAINE DEVELOPMENTS LIMITED** (Registered in England and Wales) whose registered office
is at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (**Chargor**)

Date of creation of the charge

7 August 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture between the Chargor and the Portfolio Security Trustee (as defined below) (**Deed**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly
or severally or in any other capacity whatsoever, of the Guarantors to the Secured Creditors under the
New Finance Documents except for any obligation which, if it were so included, would result in a
contravention of section 151 of the Companies Act 1985 (**Secured Liabilities**)

Names and addresses of the mortgagees or persons entitled to the charge

Anglo Irish Bank Corporation plc acting out of its London branch at 10 Old Jewry, London as portfolio security trustee under
the Master Guarantee Deed (**Portfolio Security Trustee**) which term shall include any person appointed as portfolio security
trustee or as an additional trustee in accordance with the terms of the Master Guarantee Deed

Postcode EC2R 8DN

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
Alder Castle
10 Noble Street
London
EC2V 7JW

GOLDC/322161-151

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



LD5

LIWQA2FG

20/08/2008

24

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 First fixed security

1.1 Creation

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2.3 (Title Guarantee) of the Deed (as referred to in clause 1.3 of this Form 395)

- (a) charged in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors by way of first legal mortgage all the Mortgaged Property,

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in black type, or
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lettering*

Particulars as to commission allowance or discount (note 3)

N11

Signed Adelleshaw Goddard LLP Date 20 August 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

*† delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is
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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(b) charged in favour of the Portfolio Security Trustee by way of a first fixed charge

- (i) (to the extent that they are not within paragraph 2 1(a) of the Deed (as referred to in paragraph 1 1 (a) of this Form 395) all interests in any freehold or leasehold property at the date of the Deed or any time thereafter belonging to it,
- (ii) all of its rights and benefit under each and any agreement relating to the acquisition of the Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Deed or any time thereafter in existence in relation to the Mortgaged Property,
- (iii) all plant and machinery belonging to it and its interest in any plant or machinery in its possession and in all Fixtures,
- (iv) all of its benefits, claims and returns of premiums in respect of the Insurances,
- (v) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises,
- (vi) all moneys standing to the credit of the Security Accounts and the Blocked Accounts,
- (vii) its goodwill and its uncalled capital,
- (viii) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to it,
- (ix) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub paragraph 2 1(b)(viii) of the Deed (as referred to in paragraph 1 1 (b)(viii)

Name of company

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of this Form 395),

- (x) its rights under any Hedging Agreements and any other hedging arrangement,
 - (xi) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it,
 - (xii) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to it against such persons,
 - (xiii) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights, and
 - (xiv) each VAT refund payable by H M Revenue and Customs to the Chargor (together with all rights to claim such VAT refund and the proceeds of any judgment awarded in favour of the Chargor in relation to such VAT refund)
- (c) mortgaged and charged and agreed to mortgage and charge to the Portfolio Security Trustee all Group Shares held at the date of the Deed or any time thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and
- (d) mortgaged and charged and agreed to mortgage and charge to the Portfolio Security Trustee all the Related Rights accruing to all or any of the Group Shares held at the date of the Deed or any time thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge,

PROVIDED THAT

- (i) whilst no Portfolio Event of Default exists, all dividends and other distributions paid or payable as referred to in paragraph (d) above may be paid directly to the Chargor (in which case the Portfolio Security Trustee or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Portfolio Security Trustee shall be paid promptly by it to the Chargor, and
 - (ii) subject to clause 5 4(c) (Deposit of securities and registration) of the Deed whilst no Portfolio Event of Default exists, all voting rights attaching to the relevant Group Shares may be exercised by the Chargor or, where the shares have been registered in the name of the Portfolio Security Trustee or its nominee, as the Chargor may direct in writing, and the Portfolio Security Trustee and any nominee of the Portfolio Security Trustee in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the Chargor to do so
- (d) charged by way of assignment in favour of the Portfolio Security Trustee its share of the net proceeds of sale and of the net rents and profits until sale and all of its share, rights and interest of and in the Paddington Property

Name of company

*insert full name
of Company* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)**1 2 Assignment**

The Chargor, in the manner specified in clause 2 3 (Title Guarantee) of the Deed (as referred to in clause 1 3 of this Form 395), assigned to the Portfolio Security Trustee by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to

- (a) each Agreement and all benefits to accrue to the Chargor under or pursuant to each Agreement,
- (b) right to receive all proceeds, damages from any claims, awards and judgements which may be received by the Chargor under or pursuant to each of the Agreements and the right to enforce and sue the same, and
- (c) all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents at the date of the Deed or thereafter in existence under or in relation to each or any of the Agreements,
- (d) each Occupational Lease (if applicable), all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease,
- (e) all its rights (if any) under any insurance relating to the Mortgaged Property which the seller of that Mortgaged Property assigned to it in the sale and purchase agreement for that Mortgaged Property or to which the Chargor is otherwise entitled,
- (f) (to the extent that the same are capable of being the subject of security) the Trust Deed and the proceeds of any claims, damages, awards and judgements which may be received by the Chargor under or pursuant to the Trust Deed and the right to enforce and sue upon the Trust Deed, and
- (g) all its rights and benefits under each and every Property Owner's Protection Policy issued by the First Title Insurance PLC and under each and every other form of title insurance relating to the Mortgaged Property or any part thereof and the right to enforce and sue upon each and every such policy

1 3 Title Guarantee

- (a) It was agreed that all Security created by the Charger under clause 2 1 (Creation) and 2 2 (Assignment) of the Deed (as referred to in clause 1 1 and 1 2 of this Form 395) is
 - (i) a continuing security for payment and discharge of the Secured Liabilities,
 - (ii) granted with full title guarantee,
 - (iii) granted in respect of all right, title and interest (if any), present and future, of the Chargor in and to the relevant Security Assets and
 - (iv) granted in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors
- (b) It was agreed that the other terms of the Deed do not limit or extend any of the covenants implied by virtue of part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants

2 Floating charge

Name of company

*insert full name
of Company* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)**2 1 Creation**

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in clause 2 3 (Title Guarantee) of the Deed (as referred to in clause 1 3 of this Form 395) charged in favour of the Portfolio Security Trustee as security trustee for the Secured Creditors by way of a floating charge all its assets from time to time not otherwise effectively mortgaged or charged by way of fixed legal mortgage, fixed or charge or assignment by way of security by clause 2 (First fixed security) of the Deed (as referred to in clause 1 of this Form 395)

2 2 Conversion by notice

The Portfolio Security Trustee may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge in relation to all or any of the Chargor's assets specified in the notice if

- (a) the Portfolio Security Trustee has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise, or
- (b) a Portfolio Event of Default is continuing, or
- (c) the Portfolio Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Portfolio Security Trustee, be likely to lead to the presentation of a petition to appoint an administrator in relation to the Chargor (or such an administrator has been appointed) or to wind up the Chargor (or that such a petition has been presented)

2 3 Automatic conversion

It was agreed that the floating charge created by the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Chargor on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up) provided that clause 3 3 of the Deed (as referred to in this clause 2 3 of this Form 395) shall not apply to any of the Chargor's undertaking and assets situate in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion

3 Restrictions on dealings

The Chargor agreed that it would not

- (i) create or permit to subsist any financial encumbrance of whatsoever nature on any Security Asset other than as created by the Deed, or
- (ii) sell, transfer, grant, (or other than the Occupational Leases) lease or otherwise dispose of any Security Asset, except as permitted by the terms of the Existing Facility Agreement

4 Further assurances

- (a) It was agreed that the Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Portfolio Security Trustee or a Receiver may reasonably require for

Name of company

*insert full name
of Company

* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)

- (i) perfecting or protecting the security intended to be created by the Deed over any Security Asset, and
 - (ii) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Portfolio Security Trustee or any Receiver or any of its or their delegates or sub delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Portfolio Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Portfolio Security Trustee may think expedient
- (b) In the event that the Chargor enters into any contract (a New Agreement) in replacement of or in substitution for any of the Agreements (in each case in whole or in part), it shall forthwith give notice thereof to the Portfolio Security Trustee. The Chargor agreed that at any time and from time to time upon the written request of the Portfolio Security Trustee it will promptly and duly execute and deliver to the Portfolio Security Trustee such further or other mortgage, assignment or charge as in each such case the Portfolio Security Trustee shall stipulate over or in respect of the Chargor's rights, title, benefits and interest (at the date of the Deed or any time thereafter) in and to any such New Agreement. Without prejudice to the generality of the foregoing, such mortgages, assignments and charges shall be in such form as shall be prepared on behalf of the Portfolio Security Trustee and may contain provisions such as are contained in the Deed or provisions to the like effect and/or such other provisions of whatsoever kind as the Portfolio Security Trustee shall consider necessary

5 Additional Security

It was agreed that the security constituted by the Deed is in addition to and is not in any way prejudiced by any other security at the date of the Deed or any time thereafter by the Portfolio Security Trustee for any of the Secured Liabilities

6 Continuing Security

It was agreed that the security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

Definitions

Additional Luton Properties means Power Court, Church Street, Pondwicks Road and St Mary's Road, Luton, Bedfordshire registered at the Land Registry under title numbers BD139587, BD80155, BD83053, BD209585, BD44592, BD49856, BD78909, BD235096, BD238925 and BD239325

Agreement means each and every agreement entered into by the Chargor or of which the Chargor has the benefit in relation to the Mortgaged Property, including, without limitation, those specified in schedule 2 (Agreements) of the Deed (as referred to in schedule 2 of this Form 395)

Ballymore Wider Group means each of the following companies

- (a) BPHL and each of its Subsidiaries
- (b) DL and each of its Subsidiaries and

Name of company

*insert full name
of Company

* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)

(c) such other persons as the Portfolio Security Trustee and the Guarantors' Agent may agree from time to time

BEH Limited means Bristol Exeter House Limited (Registered in England no 04488567)

BGL Limited means Bishopsgate Goodsyrd Regeneration Limited (Registered in England and Wales No 04488906)

BL means Ballymore Limited (Registered in England and Wales with number 4936525)

Blocked Accounts means

- (a) the Proceeds Account as defined and opened for the purpose of the Master Guarantee Deed in the name of the Chargor
- (b) any other account of the Chargor as the Portfolio Security Trustee and the Chargor may designate from time to time

BL Subordination Deed means the subordination deed entered into on or about the date of the Master Guarantee Deed between BL as obligor, Zelah Limited and another as subordinated creditors and the Portfolio Security Trustee as senior creditor

Borrower Debenture means a debenture dated 28 February 2003 by the Chargor in favour of the Lender

BPHL means Ballymore Properties Holdings Limited, a company incorporated under the laws of England and Wales with registration number 04910171

BPL means Ballymore Properties Limited, a company incorporated under the laws of England and Wales with registration number 02260505

Distribution Account has the meaning ascribed to it in the Working Capital Facility

DL means Docket Limited a company incorporated under the laws of Jersey with registration number 77570

Existing Facility Agreement means a facility agreement dated 28 February 2003 made between the Chargor as borrower and the Anglo Irish Bank Corporation plc as lender as amended and supplemented from time to time

Existing Finance Documents means

- (a) each of the Finance Documents (existing or future) as defined in each Existing Facility Agreement (or, where no such defined term appears in an Existing Facility Agreement, such Existing Facility Agreement and any guarantee, security document, indemnity or hedging agreement (not being a New Finance Document) entered into between any applicable Guarantor and the applicable Secured Creditor in relation to such Existing Facility Agreement) (including in any such case, without limitation, those documents specified in column 7 of schedule 2 (Original Secured Creditors) of the Master Guarantee Deed opposite such Existing Facility Agreement), and
- (b) any other document designated an Existing Finance Document by reference to an Existing Facility Agreement by the Portfolio Security Trustee and the Guarantors' Agent

Name of company

*insert full name
of Company* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)**Finance Documents** means the Existing Finance Documents and the New Finance Documents**Financial Indebtedness** includes any indebtedness in respect of

- (a) any acceptance credit
- (b) the acquisition cost of any asset, be it payable before or after the time of acquisition or possession, where the advance or deferred payment for that cost is arranged in order to raise finance or to finance the acquisition of that asset
- (c) currency swap or interest swap, cap or collar arrangements
- (d) any debenture, bond, note, loan stock or other security
- (e) any guarantee, indemnity or similar assurance against financial loss of any person
- (f) leases taken (or granted) in order to raise finance or to finance the acquisition of the asset leased
- (g) moneys borrowed and debit balances at banks
- (h) receivables sold or discounted (otherwise than on a non recourse basis) and
- (i) amounts raised under any other transaction having the commercial effect of a borrowing or raising of money

Fixtures means all fixtures and fittings (including those of trade) and fixed plant and machinery at the date of the Deed or any time thereafter on the Mortgaged Property**Hedging Agreement** means any master agreement, confirmation, schedule or other agreement in form and substance satisfactory to the Portfolio Security Trustee to be entered into by the Chargor and Anglo Irish Bank Corporation plc for the purpose of hedging interest rate liabilities in relation to the Existing Facility Agreement**Group** at any time means the Chargor, BEH Limited, BGL Limited, RTGD Limited, Domaine Projects Limited and Domaine Properties Limited and each of their Subsidiaries at such time (and "**member of the Group**" and "**Group Member**" shall be construed accordingly)**Group Shares** means all shares (if any) specified in schedule 7 (Group Shares) of the Deed (as specified in Schedule 4 of this Form 395) and all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Deed or any time thereafter owned by the Chargor from time to time**Guaranteed Instrument** means each of the following

- (a) each of the VL Finance Documents and
- (b) any other existing or future facility agreement, hedging agreement or other instrument constituting or evidencing Financial Indebtedness the creditor under which is a Secured Creditor and the obligor under which is a member of the Ballymore Wider Group (other than a Guarantor) and which agreement or instrument is so designated by the Portfolio Security Trustee and the Guarantors' Agent

Name of company

*insert full name
of Company* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)**Guarantor means**

- (a) an Original Guarantor or
- (b) each person that becomes a Guarantor party to the Master Guarantee Deed pursuant to clause 16 2 (New Guarantors) of the Master Guarantee Deed

Guarantors' Agent means BPL

Insurances means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)

Lender means Anglo Irish Bank Corporation plc

Master Guarantee Deed means the UK master guarantee deed executed on 7 August 2008 by the Chargor and the other persons specified therein as Original Guarantors, Anglo Irish Bank Corporation plc and the other person specified therein as Original Secured Creditors and the Portfolio Security Trustee

Millharbour means Ballymore Millharbour Limited, a company incorporated in England and Wales with registration number 5381058

Millharbour Undertaking means the deed of undertaking entered or to be entered into between the Portfolio Security Trustee and Millharbour

Mortgaged Property means the Chargor's estate and interest in the Paddington Property and all other freehold or leasehold property (including the Premises) specified in schedule 1 (Mortgaged Property) of the Deed (as specified in schedule 1 of this Form 395) and all other freehold, leasehold or commonhold property (including the Premises) which is subject to a security created by or under the Deed

Mulryan Legal Charge means the legal charge made or to be made between the Portfolio Security Trustee and the Personal Obligor

Mulryan Personal Guarantee means the guarantee to be made on 07 August 2008 between the Portfolio Security Trustee and the Personal Obligor

New Debenture means a debenture dated on or about the date of the Master Guarantee Deed and made between the Portfolio Security Trustee and one or more of the Guarantors and includes without limitation the Deed

New Facility Agreements means

- (a) the WCF and
- (b) any other facility agreement entered into after the date of the Master Guarantee Deed by one or more Guarantors as borrowers and one or more of the Secured Creditors and designated a New Facility Agreement by the Portfolio Security Trustee and the Guarantors' Agent

New Finance Documents means at any time

Name of company

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- (a) the Master Guarantee Deed
- (b) each interest rate hedging agreement entered or to be entered into between a Guarantor and Anglo Irish Bank Corporation plc (other than in the case where such interest rate hedging agreement constitutes an Existing Finance Document)
- (c) each New Facility Agreement
- (d) each New Security Document
- (e) the Millharbour Undertaking
- (f) the BL Subordination Deed
- (g) each Subordination Amendment Deed
- (h) each Guaranteed Instrument and
- (i) any other document designated a New Finance Document by the Portfolio Security Trustee and the Guarantors' Agent

New Secured Creditor means

- (a) the Portfolio Security Trustee and
- (b) a person who becomes a Secured Creditor party to the Master Guarantee Deed under clause 16.3 (Secured Creditors) of the Master Guarantee Deed

New Security Documents means

- (a) each New Debenture
- (b) the Mulryan Personal Guarantee
- (c) the Mulryan Legal Charge and
- (d) any other document designated as such by the Portfolio Security Trustee and the Guarantors' Agent

Occupational Lease means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property may be subject from time to time and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits, the lease under which it holds the Mortgaged Property

Original Guarantors means the companies listed in Schedule 1 of the Master Guarantee Deed (as set out in schedule 3 to this Form 395)

Original Secured Creditor means Anglo Irish Bank Corporation plc and Anglo Irish Asset Finance plc, as more particularly described in column 4 of Schedule 2 in the Master Guarantee Deed

Paddington Property means the freehold land adjacent to Paddington Station in the London Borough of the City of

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Westminster (title number NGL 788 117)

Personal Obligor means Sean Martin Mulryan of Ardenade Stud, Ballymore Eustace, County Kildare, Ireland**Portfolio Event of Default** has the meaning given to it in clause 12 1 (Portfolio Event of Default - General) of the Master Guarantee Deed**Premises** means any building or other edifice on the Mortgaged Property or other Security Asset**Proceeds Account** means an account specified in clause 8 1(a) (Designation of Accounts) of the Master Guarantee Deed**Properties** means

- (a) Bristol & Exeter House, Herbert House and Telephone Exchange & Collett House, Cattle Market Road, Bristol as the same is more particularly described in the SPC Debenture (the "**BEH Property**"),
- (b) land on the west side of West End Lane, West Hampstead, London NW6 as the same is more particularly described in the Borrower Debenture,
- (c) land on the east side of Station Approach, Hayes, London Borough of Hillingdon as the same is more particularly described in the Borrower Debenture,
- (d) 9-19 Bold Street and Central Station, Ranelagh Street, Liverpool as the same is more particularly described in the Borrower Debenture,
- (e) Land adjoining Church Street and Power Court, Luton as the same is more particularly described in the Borrower Debenture,
- (f) Bishopsgate Goodsyards, Shoreditch High Street, London E1,
- (g) land adjacent to Paddington Station in the London Borough of the City of Westminster as the same is registered at HM Land Registry with absolute title under title number NGL788117,
- (h) Livery Street Car Park and premises at Snow Hill, Queensway, Birmingham as the same is more particularly described in the SPC Debenture (the "**Snow Hill Property**"), and
- (i) the Additional Luton Properties

(each a "**Property**")**Receiver** means a receiver and manager or (if the Portfolio Security Trustee so specifies in the relevant appointment) a receiver, in either case, appointed under the Deed or pursuant to any statute**Related Rights** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group

Name of company

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Shares

Rental Income means at any time

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases and agreements to which a member of the Group's interest in any Property is in reversion (whether mediate or immediate) and to which such member of the Group is entitled, and
- (b) all other monies derived by any member of the Group from any third parties relating to the use and/or occupation of the Properties (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease and sums received from any deposit held as security for the performance of tenants' obligations),

but excluding in any case, any sum by way of service charge, VAT, insurance premiums or the like

RTGD Limited means RT Group Developments (Snow Hill) Limited (Registered in England no 04447259)

Secured Creditors means each of the Original Secured Creditors and each New Secured Creditor

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Account means

- (a) the Distribution Account as defined and opened for the purpose of the Working Capital Facility in the name of the Chargor, and
- (b) any account established or maintained in the name of the Chargor

Security Assets means all assets of the Chargor the subject of any security created by the Deed (and includes the Mortgaged Property)

SPC Debenture means the deed of guarantee and debenture executed or to be executed by BEH Limited and RTGD Limited in favour of the Lender

Subordination Amendment Deed has the meaning given to it in the WCF

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985

Trust Deed means the Trust Deed dated on or about 28 February 2003 relating to the Paddington Property and made between RT Group Developments Limited and the Chargor

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

VL means Vitely Limited a company incorporated under the laws of England with registration number 4027815

WCF means the Working Capital Facility

Working Capital Facility means the facility agreement executed on 7 August 2008 by the Chargor and other

Name of company

*insert full name
of Company* DOMAINE DEVELOPMENTS LIMITED (Registered in England and Wales) whose registered office is
at St Johns House, 5 South Parade, Summertown, Oxford OX2 7JL (Chargor)

persons specified therein as joint borrowers and Anglo Irish Bank Corporation plc as lender

Schedule 1**Mortgaged Property****Luton**

- 1 The freehold land known as 106 Church Street, Luton as the same is registered at The Land Registry with title absolute under title number BD139587
- 2 The freehold land known as land at Church Street, Luton as the same is registered at The Land Registry with title absolute under title number BD58757
- 3 The freehold land known as Bridge at Church Street, Luton as the same is registered at The Land Registry with title absolute under title number BD241267
- 4 The freehold land known as land and buildings on the North West side of Pondwicks Road, Luton as the same is registered at The Land Registry with title absolute under title number BD209585
- 5 The freehold land known as land lying to the north of Power Court, Luton as the same is registered at The Land Registry with title absolute under title number BD220712
- 6 The leasehold land known as 2 Power Court, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD238925
- 7 The leasehold land known as land lying to the north-east of St Mary's Road, Luton as the same is registered at The Land Registry with title absolute under title number BD44592
- 8 The leasehold land known as Plot 19, Power Court, Luton as the same is registered at The Land Registry with title absolute under title number BD83053
- 9 The leasehold land known as 13 Power Court Luton (LU1 3JJ) as the same is registered at The Land Registry with title absolute under title number BD80155
- 10 The leasehold land known as land on the north east side of Power Court, Luton as the same is registered at The Land Registry with title absolute under title number BD74024
- 11 The leasehold land known as 17 Power Court, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD239325
- 12 The leasehold land known as 17 Power Court, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD89535
- 13 The leasehold land known as the land lying to the north east of St Marys Road, Luton as the same is registered at The Land Registry with title absolute under title number BD49856
- 14 The leasehold land known as 18 Power Court, Luton (LU1 3JJ) as the same is registered at The Land Registry with

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good leasehold title under title number BD235096

- 15 The leasehold land known as 22 Power Court, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD218783
- 16 The leasehold land known as 20 Power Court, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD91392
- 17 The leasehold land known as 14 Power Court, St Mary's Road, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD170087
- 18 The leasehold land known as 24 Power Court, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD82740
- 19 The leasehold land known as 44 Church Street, Luton (LU1 3JG) as the same is registered at The Land Registry with title absolute under title number BD220666
- 20 The leasehold land known as 46 Church Street, Luton (LU1 3JG) as the same is registered at The Land Registry with good leasehold title under title number BD197565
- 21 The leasehold land known as the land lying to the North East of Church Street, Luton as the same is registered at The Land Registry with good leasehold title under title number BD37935
- 22 The leasehold land known as the land on the south side of Pondwicks Road, Luton as the same is registered at The Land Registry with title absolute under title number BD82683
- 23 The leasehold land known as 96 to 104 Church Street, Luton (LU1 3JJ) as the same is registered at The Land Registry with good leasehold title under title number BD208708

Liverpool

- 24 The leasehold land known as Central Station, Ranelagh Street, Liverpool as the same is registered at The Land Registry with title absolute under title number MS447170

West Hampstead

- 25 The freehold land known as the land and buildings on the west side of West End Lane as the same is registered at The Land Registry with title absolute under title number NGL800100

Schedule 2**Agreements**

A sale and purchase contract dated 21 January 2005 to in relation to the leasehold site of an electricity substation at Church Street, Luton, (formerly part of the land registered with title number BD19418) and made between the Chargor and EDF Energy Networks (EPN) (as seller)(1), the Chargor (as buyer)(2)

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Schedule 3

Original Guarantors

Name	Jurisdiction of Incorporation and Registered Number
Ballymore Properties Limited	Registered in England and Wales – 02260505
Monomind Limited	Registered in England and Wales – 03850800
Kilopoint Limited	Registered in England and Wales – 04040808
Ballymore Properties (Lanark Square) Limited	Registered in England and Wales - 4065907
Ballymore Colmore Row Limited	Registered in England and Wales - 05922225
Domaine Developments Limited	Registered in England and Wales – 04152665
Ballymore Ontano Limited	Registered in England and Wales – 00453764
Cuba Street Limited	Registered in England and Wales– 5655406
Ballymore (Bow Paper) Limited	Registered in England and Wales – 05741262
Ballymore Fulham Limited	Registered in England and Wales – 06370124
East London Haulage Limited	Registered in England and Wales – 06241627
Broadnote Limited	Registered in England and Wales – 06054227
RT Group Developments (Snow Hill) Limited	Registered in England and Wales – 04447259
Ballymore (Hayes) Limited	Registered in England and Wales - 6342732

Name of company

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Schedule 4

Group Shares

DOMAINE DEVELOPMENTS LIMITED		
Name of Company	Issued share capital	Number and description of shares held
Bishopsgate Goodsyrd Limited (Registered in England and Wales No 04488906)	1 ordinary 'A' share of £0 50 and 1 ordinary 'B' share of £0 50	1 ordinary 'B' share of £0 50 owned by Domaine Developments Limited
Bristol Exeter House Limited(Registered in England and Wales No 04488567)	1 ordinary share of £1 00	1 ordinary share of £1 00 owned by Domaine Developments Limited
RT Group Developments (Snow Hill) Limited (Registered in England and Wales No 04447259)	1 ordinary share of £1 00	1 ordinary share of £1 00 owned by Domaine Developments Limited
Domaine Properties Limited (Registered in England and Wales No, 04645312)	1 ordinary share of £1 00	1 ordinary share of £1 00 owned by Domaine Developments Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4152665
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 AUGUST
2008 AND CREATED BY DOMAINE DEVELOPMENTS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE GUARANTORS TO THE SECURED CREDITORS ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 20 AUGUST
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2008



Companies House
— for the record —

PT



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES